

Ajay

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.**

ARBITRATION APPLICATION NO. 344 OF 2019

Bell Finvest India Ltd.	.. Applicant
Versus	
Swati Bhattacharjee	.. Respondent

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- Mr. Vinit J. Mehta, Advocate for Applicant.
 - Mr. Rajdeep Lahiri, Advocate for Respondent.
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CORAM : MILIND N. JADHAV, J.

DATE : MARCH 14, 2023.

P.C.:

1. Heard Mr. Mehta, learned Advocate for the Applicant and Mr. Lahiri, learned Advocate for the Respondent. By consent of parties Arbitration Application is taken up for final hearing and disposal.

2. Perused the record and pleadings of the case with the assistance of both learned Advocates.

3. Mr. Mehta has made a valiant effort to invoke appointment of Arbitrator, however the effort has failed.

4. There is no dispute about the following facts:-

- (i) Applicant was a Lessee of a commercial office situated on the first floor belonging to the Respondent – Lessor;
- (ii) Lease Agreement was entered into on 13.12.2017 for a

tenure of 36 months. Pursuant to the demise of the lease agreement, the subject office was vacated and returned back to the Respondent.

5. Mr. Mehta would submit that arbitration is sought to be invoked in view of a claim of Applicant against Respondent with respect to non return of the security deposit paid by Applicant – Lessee to the Respondent – landlord, which is outstanding. He would submit that Applicant has paid an amount of Rs.9,000/- as refundable security deposit. Such averment is made in paragraph No.5 of the Application.

6. I have perused the Lease Agreement dated 13.12.2017 annexed at Exhibit - 'B' page No.16 to the Application.

7. On reading of the Lease Agreement, it is seen that there is not a whisper whatsoever about the Lessee paying any security deposit of any denomination to the Lessor in the entire agreement. In so far as the amount of Rs.9,000/- is concerned, I find that the amount of Rs.9,000/- exchanged between parties is in respect of the Lessee agreeing to pay to the Lessor rent of Rs.9,000/- per month and nothing more than that. While arguing the matter, at one point of time, Mr. Mehta submitted that the outstanding Security Deposit was in excess of Rs. 3 lakhs.

8. Though, Mr. Mehta would argue and pursued me to look

into the arbitration clause, I am not inclined to look into it unless I am satisfied on the issue of any security deposit having exchanged hands between the parties under the agreement. Since the Lease Agreement is completely silent about the same, there is no cause of action for which the Arbitration needs to be invoked. The notice of invocation and Application, save and except seeking to invoke arbitration, is completely silent on the cause of action. No receipt of the alleged security deposit is also shown to me. Hence, I do not find any substance in this Arbitration Application.

9. For the above reasons, Arbitration Application is dismissed.

[MILIND N. JADHAV, J.]

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